

PRIVATE DRIVEWAY AGREEMENT

WHEREAS we, **Dennis J. Place and Jody A. Place**, (the “Lot Owners”) are the owners in fee simple of that certain parcel of land commonly known and designated as 190 Place Road, in the Town of Hinesburg, County of Chittenden and State of Vermont as presently constructed and as more particularly depicted as Lots 2, 3 and 4 on a plat entitled “Lands of Dennis J. & Jody A. Place, 190 Place Road, Hinesburg, Vermont, Two-Lot Subdivision Survey Plat,” by Barnard & Gervais, LLC dated December 22, 2025 of record at Map Slide ____ of the Town of Hinesburg Land Records (the “Plat”);

WHEREAS, the parties hereto desire to provide for maintenance, repair and replacement of common driveways by the Lot Owners as the users thereof, their heirs and assigns;

NOW THEREFORE, in consideration of one or more dollars and other good and valuable consideration, we hereby agree as follows for ourselves and our successors, heirs and assigns to be bound as follows:

(1) **Maintenance of Common Driveway.** Lots 2, 3 and 4 shall have the right to use the Class IV Town Highway 18 and Lots 2 and 3 also have the right to use of the Common Driveway depicted as “Proposed R.O.W. #1, 0.72 Acres” on the Plat for regular ingress and egress for typical residential and/or recreational access and utilities. The term “Maintenance” of the shall include, but not be limited to, snow removal, sanding and/or salting, graveling, grading and dust control of the common driveway. The Common Driveway shall not be spread with oil or any other toxic or hazardous substance and shall not be blacktopped or changed in a material fashion without the consent of two-thirds of the Lot Owners upon which a residence has been constructed and each lot upon which a residence has been constructed shall have one vote. Maintenance of Town Highway 18 and the Common Driveway shall be done in accordance with the terms and conditions of any applicable necessary Town of Hinesburg and State of Vermont permits or approvals, as the same may be amended from time to time. Any party who causes large trucks or heavy machinery to travel Town Highway 18 and/or the Common Driveway in connection with residential construction or otherwise, in such a way that Town Highway 18 and/or the Common Driveway are damaged shall be solely liable for the repair of such damage, and shall repair the same promptly; which obligation shall be in addition to any annual maintenance payment as provided for herein.

(2) **Exclusion of Driveways.** Town Highway 18 and the Common Driveway which are to be managed, maintained, supervised and otherwise cared for as set forth herein shall not include any private driveway which exclusively serves a single lot off Town Highway 18 or the Common Driveway. Each lot owner shall be solely responsible for the construction, maintenance, repair and management of the private driveway serving that Lot.

(3) **Assessments.** Each Lot with a residence constructed thereon shall share proportionally in proportion to such Lot’s length of use of both Town Highway 18 and the Common Driveway in the maintenance, repair and replacement of Town Highway 18 and the Common Driveway. Lot 4 shall not be responsible for any costs associated with the Common Driveway. If an annual assessment is not made, it shall be assumed such Lot Owners will be billed proportionally as set forth herein as and when maintenance, repair and replacement of the common driveway becomes

necessary. Assessments for emergency expenses which cannot be paid from the annual assessments for common expenditures shall be made only after notice of the need thereof to the Lot Owners with a residence constructed thereon and upon approval by a majority of the Lot Owners with a residence constructed thereon the special emergency assessment shall be effective. Annual and special assessments, together with penalty charges, interest, costs and reasonable attorney's fees shall be a charge on the Lot against which each assessment is made, and each such assessment together with penalty charges, interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment was made. If any assessment is not paid within thirty days after the due date, there shall also be due and owing a penalty charge of five percent of the delinquent amount. In addition, interest on the delinquent amount, from the due date, of one percent per month, shall also be due and owing. An action at law against the Lot Owner may be brought by the other Lot Owners for failure to pay an assessment or the other Lot Owners may take any other legal action against a non-paying Lot Owner, including the foreclosure of the lien. In the event collection is required, the Lot Owner responsible for the delinquent assessments, shall also be liable for any reasonable attorney's fees or costs incurred by the other Lot Owners in connection with the collection of the delinquent assessment. Any lien arising from the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien, which shall continue in existence, except where a first mortgage has taken title to the Lot pursuant to foreclosure.

(4) **Meetings and Voting.** An annual meeting of the Lot Owners shall be held each year not later than June 30th on a date and time to be agreed upon by a majority of the Lot Owners upon which a residence has been constructed, at which meeting the Assessment for the fiscal year of July 1st through June 30th shall be set. Each lot with a residence constructed thereon shall be entitled to one vote on the Assessment for the calendar year and approval of the Assessment shall be by majority vote of such Lot Owners. In lieu of an annual meeting, the Lot Owners upon which a residence has been constructed can agree on an Assessment for the calendar year without a meeting via unanimous consent of such Lot Owners.

(5) **Notices.** Any notice of meetings or assessments hereunder shall be provided to the Lot Owners to any mailing or electronic address a Lot Owner designates and shall be provided not less than ten (1) days nor more than sixty (60) days before the date of such meeting or assessment, however such minimum time may be reduced or waived for a meeting called to deal with an emergency.

(6) **Invalidity.** If any provisions of this Agreement are held invalid, the invalidity thereof shall not affect other provisions of this Agreement which can be given effect without the invalid provisions, and to this end the provisions of this Agreement are severable.

(7) **Waiver.** No provision of this Agreement shall be deemed to have been waived by reason of any failure to enforce, regardless of the occurrence of violations or for breaches from time to time.

(8) **Headings.** The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. The use of the gender pronouns in this Agreement shall be deemed to include the masculine, feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires.

(9) **Binding Effect.** The terms of this Agreement shall be binding upon and inure to the benefit each Lot Owner, their heirs and assigns, including, but not limited to, any future Lot Owner who obtains title to any lot subdivided from the lots of the original Lot Owners upon which a residence has been constructed.

(10) **Enforcement.** Any Lot Owner shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Agreement. In the event of such enforcement, the Lot Owner(s) in default shall be required to pay all costs and expenses of such enforcement proceedings, including reasonable attorney's fees.

(11) **Amendment.** This Agreement may be amended by affirmative vote of two-thirds of the Lot Owners upon which a residence has been constructed at a duly called meeting as set forth hereinabove and each such lot shall have one vote. Any such approved amendment hereto shall not be effective until recorded in the Town of Hinesburg Land Records.

IN WITNESS WHEREOF, we hereunto set our hands and seals this _____ day of _____, 2026.

Dennis J. Place

Jody A. Place

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

This record was acknowledged before me by Dennis J. Place and Jody A. Place on _____, 2026.

Sign: _____

Notary Public Name: _____

Commission Expires: January 31, 2027

Commission Number: _____